CARVER COMPANIES
STANDARD TERMS OF PURCHASE (CANADA)
Goods and Services

These Standard Terms of Purchase (Canada) govern the purchase of goods and services by the Canadian entities of Carver Companies and their affiliates. They are referenced by, and incorporated into, each purchase order, offer letter, work authorization, statement of work or similar document issued by Buyer, whether by hyperlink, URL, or express reference. By accepting, acknowledging or fulfilling any such order, or by commencing or continuing performance, Seller agrees to these Terms in full. Seller should read them carefully. Capitalized terms have the meanings given in Section 1.

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PART A – GENERAL TERMS

Part A applies to every purchase of Goods and/or Services. Part B adds terms that apply where Buyer purchases Goods. Part C adds terms that apply where Buyer purchases Services. Where a purchase involves both, Parts A, B and C all apply.

1. Definitions and Interpretation

1.1 Definitions. In these Terms, the following words have the following meanings:

"Affiliate" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where "control" means ownership of more than 50% of the voting interests or the power to direct management.

"Agreement" means, collectively, the applicable Purchase Order, these Terms, any Buyer-issued specifications, and any Addendum or Exhibit that applies to the purchase, all of which are incorporated by reference into each Purchase Order.

"Buyer" means the Carver Companies entity identified in the Purchase Order, being an entity organized under the laws of Canada or of a province of Canada, and, except where the context requires otherwise, includes its parent, subsidiaries and Affiliates, and each of their respective directors, officers, members, managers, employees, agents, successors and permitted assigns.

"Buyer Materials" means all documents, data, specifications, drawings, designs, tooling, equipment, software, materials and other property furnished by or on behalf of Buyer to Seller, or paid for by Buyer, in connection with the Agreement.

"Confidential Information" has the meaning given in Section 9.

"Deliverables" means all Goods, work product, materials, reports, data, documentation, software, designs and other items that Seller is required to deliver to Buyer, or that are produced by Seller in the course of performing, under the Agreement.

"Delivery Date" means the date for delivery of Goods or completion of Services specified in, or determined under, the Purchase Order.

"Goods" means the goods, materials, products, equipment and other tangible items identified in a Purchase Order.

"Governmental Authority" means any federal, provincial, territorial, municipal or foreign government, or any agency, regulator, court or other authority exercising governmental power.

"Indemnitees" has the meaning given in Section 15.

"Intellectual Property Rights" means all patents, copyrights, trademarks, service marks, trade dress, trade names, trade secrets, know-how, database rights, moral rights, and all other intellectual property and proprietary rights, whether registered or unregistered, arising anywhere in the world.

"Law" means any applicable statute, law, ordinance, regulation, rule, code, order, or requirement of any Governmental Authority.

"Lien Legislation" has the meaning given in Section 8.3.

"Losses" has the meaning given in Section 15.

"Personal Data" means any information relating to an identified or identifiable natural person, and any information defined as "personal information," "personal data," or the like under applicable Privacy Law, that is Processed by or on behalf of Seller in connection with the Agreement.

"Price" means the price for the Goods and/or Services as stated in, or determined under, the Purchase Order.

"Purchase Order" or **"PO"** means each purchase order, offer letter, work authorization, statement of work, service order or similar ordering document issued by Buyer to Seller that references or incorporates these Terms.

"Sales Taxes" has the meaning given in Section 6.1.

"Seller" means the person or entity identified as the seller, supplier, vendor, contractor or service provider in the Purchase Order, together with its Subcontractors, Affiliates and anyone acting for or on its behalf.

"Specifications" means the specifications, statements of work, drawings, designs, samples, descriptions and performance or acceptance criteria for the Goods and/or Services set out in or referenced by the Purchase Order or otherwise provided or approved by Buyer.

"Subcontractor" means any third party engaged by Seller to perform any part of Seller's obligations under the Agreement, including suppliers, subcontractors, agents and subprocessors.

"Terms" means these Standard Terms of Purchase (Canada), together with all Addenda and Exhibits, as amended by Buyer from time to time in accordance with Section 28.

1.2 Interpretation. Headings are for convenience only and do not affect interpretation. "Including" and "includes" mean including without limitation. References to a Section, Part, Addendum or Exhibit are to those of these Terms. References to a statute include its regulations and any statute or regulation that amends or replaces it. The words "shall" and "will" are mandatory. Any rule of construction that ambiguities are resolved against the drafting party does not apply; these Terms will be construed as if drafted jointly, and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship.

2. The Agreement; Formation; Order of Precedence

2.1 Buyer's terms control. These Terms are the only terms that govern the purchase of Goods and Services by Buyer from Seller. They apply to the exclusion of any other terms that Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms in Seller's quotation, acknowledgment, invoice, confirmation, click-through, online portal, packing slip, tow ticket, delivery ticket, tariff, rate card, purchase order acknowledgment, or similar document are expressly rejected and are void, of no effect, and not binding on Buyer, regardless of when submitted and even if Buyer does not object.

2.2 Acceptance by performance; incorporation by hyperlink. These Terms are incorporated into each Purchase Order by reference, including by hyperlink or URL. Seller accepts and is bound by the Agreement upon the earliest of: (a) acknowledging or confirming the Purchase Order; (b) delivering any Goods or commencing any Services; (c) issuing any invoice; or (d) accepting any payment. Any such act constitutes acceptance of these Terms without modification. Buyer's Purchase Order is an offer that is expressly limited to these Terms, and Buyer objects in advance to, and is not bound by, any additional or different terms proposed by Seller.

2.3 Entire agreement. The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral. The parties may enter into a separate signed master agreement; where a signed master agreement exists between Seller and a Buyer entity and

expressly governs the subject matter of a Purchase Order, that master agreement controls over these Terms to the extent of any direct conflict.

2.4 Order of precedence. In the event of conflict, the following order of precedence applies, from highest to lowest: (a) a separate written agreement signed by an authorized officer of Buyer that expressly states it supersedes these Terms; (b) the applicable Addendum or Exhibit; (c) the Purchase Order, but only as to commercial variables (scope, quantity, Price, schedule and delivery location); (d) Part B or Part C, as applicable; and (e) Part A. No provision of a Purchase Order or Seller document will be construed to waive or limit any protection afforded to Buyer under these Terms unless it does so expressly and is signed by an authorized officer of Buyer.

3. Purchase Orders; No Minimum Commitment

3.1 No obligation. These Terms do not obligate Buyer to purchase any minimum quantity or dollar amount of Goods or Services. Buyer is obligated only to the extent it issues a Purchase Order, and only for Goods delivered and accepted, and Services performed and accepted, in accordance with the Agreement.

3.2 Forecasts non-binding. Any forecast, estimate, projection or schedule provided by Buyer is for planning only, is non-binding, and creates no commitment, liability or minimum-volume obligation. Seller bears the risk of any capacity, inventory, staffing or raw-material commitments it makes in reliance on forecasts.

3.3 Cancellation of unfilled orders. Buyer may cancel or reschedule any Purchase Order, in whole or in part, at any time before delivery or completion, without charge, subject only to Section 20.

4. Price

4.1 Price. The Price is stated in the Purchase Order. If no Price is stated, the Price is the lower of Seller's lowest price charged to any customer for comparable Goods or Services and the price determined by Buyer in good faith. Unless the Purchase Order states otherwise, the Price is firm, fixed, and inclusive of all packaging, loading, transportation and delivery to the delivery point, insurance, duties, tariffs, surtaxes (including any countermeasure or retaliatory surtax imposed under the Customs Tariff (Canada)), brokerage, fees, and all costs of performance, but exclusive of Sales Taxes, which are governed by Section 6.

4.2 No increases. No increase in the Price is effective, whether on account of increased material, labor, fuel, energy, transportation, currency, tariff, surtax or other cost, or otherwise, without the prior written consent of an authorized representative of Buyer. Seller bears all cost increases absent such consent.

4.3 Most-favored pricing. Seller represents that the Price is no less favorable than the price Seller charges any other customer purchasing the same or similar Goods or Services in similar or smaller volumes. If Seller offers a lower price to another customer during the term, Seller will promptly extend that price to Buyer.

5. Invoicing; Payment; Setoff

5.1 Invoicing. Seller may invoice Buyer only after delivery of conforming Goods, or completion and acceptance of Services, in accordance with the Agreement. Each invoice must reference the Purchase Order number and include all supporting documentation reasonably required by Buyer, and must separately state any Sales Taxes and Seller's registration numbers for them. Buyer may reject and return non-compliant invoices, and the payment clock does not start until a compliant invoice is received.

5.2 Payment terms. Buyer will pay properly invoiced, undisputed amounts within ninety (90) days after the later of Buyer's receipt of a compliant invoice or Buyer's acceptance of the applicable Goods or Services, except that where a mandatory prompt-payment statute (including, where applicable, the Prompt Payment for Construction Work Act (Canada) or any provincial prompt-payment legislation in force in the province where the work is performed) requires a shorter period for a particular project, that statutory period applies. Payment is not acceptance and does not waive any Buyer right or remedy.

5.3 Disputed amounts. Buyer may withhold payment of any amount it disputes in good faith, together with any amount reasonably necessary to protect Buyer from loss, damage, backcharge, or third-party claim. Withholding a disputed amount does not affect Buyer's obligation to pay undisputed amounts, and does not relieve Seller of its obligation to continue performance.

5.4 Setoff and recoupment. Buyer may set off, recoup, deduct and withhold against any amount owed to Seller any amount that Seller owes to Buyer or any Buyer Affiliate, whether arising under the Agreement or otherwise, including backcharges, credits, overpayments, damages, and indemnifiable Losses. This right is in addition to any other right or remedy.

5.5 Currency; method. Payments are in Canadian dollars (or another currency if stated in the Purchase Order) by cheque or electronic transfer at Buyer's election. Seller is responsible for its own bank charges.

6. Taxes

6.1 Sales Taxes. The Price is exclusive of goods and services tax, harmonized sales tax, provincial sales tax and any similar value-added or sales tax imposed under the Excise Tax Act (Canada) or provincial Law ("Sales Taxes"). Seller will separately state on each invoice any Sales Taxes it is registered and legally required to collect from Buyer, together with its registration numbers, and Buyer will pay those Sales Taxes in addition to the Price. Seller will not charge Buyer any Sales Tax that it is not registered and required to collect, and will promptly refund or credit any Sales Tax charged in error.

6.2 Other taxes. Except for Sales Taxes and taxes based on Buyer's net income, the Price includes, and Seller is responsible for, all excise, import, customs, duty, surtax and similar taxes and fees arising from the Goods or Services. Seller is solely responsible for all taxes on its own income and for all employment, payroll, Canada Pension Plan, Employment Insurance, workers' compensation and similar taxes, premiums and contributions for its personnel.

6.3 Non-resident withholding. Where Seller is not resident in Canada for purposes of the Income Tax Act (Canada), Buyer may withhold from any payment for Services rendered in Canada, and remit to the Canada Revenue Agency, the amount required under section 105 of the Income Tax Regulations (Canada) or any other applicable withholding requirement, unless Seller delivers to Buyer, before payment, a valid waiver or reduction issued by the Canada Revenue Agency. Any amount withheld and remitted in accordance with this Section is deemed to have been paid to Seller. Seller will provide any residency certificate, waiver or other documentation Buyer reasonably requests.

6.4 Indemnity. Seller will indemnify Buyer against any liability arising from Seller's failure to properly collect, report or remit taxes or from any misclassification of Seller's personnel.

7. Changes

Buyer may at any time, by written notice, direct changes to the Goods, Services, Specifications, quantities, delivery schedule, place of delivery, or method of shipment or packing (a "Change"). Seller will promptly implement each Change. If a Change materially affects Seller's cost or time of performance, Seller must, within five (5) business days after

receiving the Change (and before proceeding, if practicable), submit a written claim for an equitable adjustment with reasonable supporting detail; failure to do so waives the claim. No Change, and no claim for adjustment, is binding on Buyer unless authorized in writing by Buyer. Seller may not implement any change that increases the Price or delays delivery without Buyer's prior written authorization, and any unauthorized change is at Seller's sole cost and risk.

8. Buyer Materials; Buyer Property; No Liens

8.1 Buyer Materials. All Buyer Materials remain the sole property of Buyer, are held by Seller as bailee at Seller's risk, must be used only to perform the Agreement, must be kept free of liens and encumbrances, may not be modified or disposed of without Buyer's written consent, and must be returned in good condition (ordinary wear excepted) on Buyer's demand or upon completion or termination. Seller bears the risk of loss of Buyer Materials in its possession or control and will insure them for their full replacement value with Buyer named as loss payee.

8.2 No liens; discharge. Seller will keep all Buyer property, Goods, work, projects, vessels, cargo, terminals, real property and premises free and clear of all liens, claims and encumbrances arising from Seller or anyone claiming through Seller, including any lien, charge or trust claim under Lien Legislation. If any such lien or claim is filed or asserted, Seller will, within ten (10) days, at its sole cost, discharge or vacate it (including by posting security) and indemnify Buyer against all resulting Losses. Buyer may withhold from amounts otherwise due an amount sufficient to protect Buyer against such liens and claims.

8.3 Lien waivers as condition of payment. As a condition to any progress or final payment, Buyer may require Seller (and its Subcontractors and suppliers) to furnish statutory declarations, releases, and evidence that all Subcontractors and suppliers have been paid, in form satisfactory to Buyer. This Section is intended to be enforced consistent with applicable Law, including the Construction Remedies Act (New Brunswick), the Builders' Lien Act (Nova Scotia) and any other applicable construction, builders' or mechanics' lien legislation (collectively, "Lien Legislation").

8.4 Statutory holdback. Where Lien Legislation applies to the Goods or Services, Buyer may retain from each payment the holdback that legislation requires, for the period it requires, and will release it in accordance with that legislation. Buyer's retention of a statutory holdback is not a breach of the Agreement or a late payment, no interest accrues on it, and Seller will retain the corresponding holdback from its Subcontractors and suppliers. Seller will deliver statutory declarations, certificates and other evidence required for the release of holdback as a condition of that release.

9. Confidentiality

9.1 Definition. "Confidential Information" means all non-public, confidential or proprietary information of Buyer or its Affiliates, customers or suppliers, in any form and whether or not marked confidential, including Specifications, designs, drawings, data, pricing, discounts, rebates, business and operational information, customer and supplier lists, methods, know-how, security information, and the existence and terms of the Agreement.

9.2 Obligations. Seller will (a) use Confidential Information solely to perform the Agreement; (b) not disclose it except to those of its personnel and Permitted Subcontractors who need it and who are bound by confidentiality obligations at least as protective as these; (c) protect it with at least the degree of care it uses for its own confidential information and no less than reasonable care; and (d) not use it to compete with, or to solicit the customers of, Buyer.

9.3 Exclusions and compelled disclosure. Confidentiality obligations do not apply to information that Seller can document is or becomes public through no fault of Seller, was

rightfully known to Seller without confidentiality obligation before disclosure, or is rightfully received from a third party without restriction. If compelled by Law to disclose, Seller will (unless legally prohibited) give Buyer prompt notice and reasonable cooperation to seek protective treatment, and will disclose only the minimum required.

9.4 Return; remedies. On Buyer's request or upon completion or termination, Seller will return or destroy all Confidential Information and certify destruction. Seller acknowledges that breach of this Section may cause irreparable harm for which monetary damages are inadequate, and that Buyer is entitled to seek injunctive and other equitable relief without posting security, in addition to all other remedies. This Section survives for the longer of five (5) years after termination or, for trade secrets, so long as the information remains a trade secret under Law.

10. Intellectual Property; Work Product

10.1 Buyer ownership of Deliverables. All Deliverables, work product, inventions, designs, data, reports, documentation and other materials that are conceived, created, developed or produced by Seller specifically for Buyer, or paid for by Buyer, under the Agreement (collectively, "Work Product") are the sole and exclusive property of Buyer. Seller hereby irrevocably assigns to Buyer all right, title and interest in and to the Work Product and all Intellectual Property Rights in it, and irrevocably waives, and will cause each of its personnel and Subcontractors who are authors to waive in writing in favour of Buyer and its successors, assigns and licensees, all moral rights in the Work Product, including under the Copyright Act (Canada).

10.2 Assistance; further assurances. Seller will, at Buyer's expense for out-of-pocket costs, execute documents and take actions Buyer reasonably requests to perfect, record and enforce Buyer's rights in the Work Product, and appoints Buyer as its attorney (coupled with an interest) to do so if Seller fails to act within a reasonable time.

10.3 Seller background IP; license. Seller retains ownership of Intellectual Property Rights it owned before, or develops independently of, the Agreement ("Background IP"). To the extent any Background IP is incorporated into or necessary to use the Deliverables, Seller grants Buyer and its Affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, reproduce, modify, and create derivative works of that Background IP as part of the Deliverables.

10.4 Feedback. Any suggestions or feedback Seller provides regarding Buyer's business or products are given without restriction and may be used by Buyer freely.

11. Data Protection; Information Security

11.1 Compliance. To the extent Seller Processes Personal Data or accesses Buyer systems or data, Seller will comply with all applicable data-protection, privacy and data-security Laws ("Privacy Law"), including as applicable the Personal Information Protection and Electronic Documents Act (Canada), provincial private-sector privacy Laws (including those of Quebec, Alberta and British Columbia where they apply), Canada's Anti-Spam Legislation, applicable breach-reporting and record-keeping requirements, and, where Seller Processes Personal Data of individuals outside Canada, the privacy Laws of those jurisdictions.

11.2 Use limitation. Seller will Process Personal Data only to perform the Agreement and on Buyer's documented instructions; will not sell, share, retain, use or disclose Personal Data for any other purpose or for its own commercial benefit; and will not combine it with other data except as permitted by Buyer. Seller acts as a service provider/processor and not as a controller or third party with respect to such data.

11.3 Security program. Seller will implement and maintain a written information-security program with administrative, technical and physical safeguards appropriate to the sensitivity of the data and consistent with recognized industry standards (such as ISO 27001, SOC 2, or the NIST Cybersecurity Framework), including encryption of Personal Data in transit and at rest, access controls, least-privilege, network security, secure development, vulnerability management, logging and monitoring, and personnel screening and training.

11.4 Subprocessors. Seller will not engage any Subcontractor to Process Personal Data without Buyer's prior written consent, and will bind each approved subprocessor in writing to obligations at least as protective as these. Seller remains fully liable for its subprocessors.

11.5 Security incidents. Seller will notify Buyer without undue delay, and in any event within forty-eight (48) hours, after discovering any actual or reasonably suspected breach, unauthorized access, loss or misuse of Personal Data or Buyer data or systems (a "Security Incident"). Seller will investigate, remediate and mitigate at its own cost, cooperate fully with Buyer (including in any report to the Office of the Privacy Commissioner of Canada or a provincial regulator and any notification to affected individuals), and not make any public statement or regulatory or individual notification referencing Buyer without Buyer's prior written approval unless required by Law. Seller's indemnity in Section 15 extends to all Losses arising from a Security Incident caused by Seller, including the costs of investigation, notification, credit monitoring, and regulatory response.

11.6 Audit; return. On Buyer's request, Seller will provide evidence of compliance (including current audit reports or certifications) and permit reasonable audits. On completion or termination, or on Buyer's request, Seller will return or securely delete Personal Data and Buyer data and certify the same.

12. Representations and Warranties

Seller represents and warrants, on a continuing basis, that: (a) it has full authority to enter into and perform the Agreement, and its performance does not conflict with any other obligation; (b) it and its personnel and Subcontractors are, and will remain, properly licensed, permitted, certified, credentialed, qualified, experienced and trained to provide the Goods and Services; (c) the Goods and Services, and Seller's performance, comply with all applicable Law and Specifications; (d) the Deliverables do not and will not infringe or misappropriate any third party's Intellectual Property Rights; (e) neither Seller nor any of its personnel or Subcontractors is debarred, suspended, excluded or otherwise ineligible to participate in any government program or is designated on any sanctions or denied-party list (including any list maintained under the Special Economic Measures Act (Canada), the United Nations Act (Canada), the Justice for Victims of Corrupt Foreign Officials Act (Canada) or by the U.S. Office of Foreign Assets Control); (f) Seller has disclosed any actual or potential conflict of interest; and (g) all information Seller provides to Buyer is accurate and not misleading.

13. Compliance with Laws; Business Ethics

13.1 General. Seller will comply with all Law applicable to its performance and will obtain and maintain all licenses, permits, authorizations and consents required for its obligations.

13.2 Anti-corruption. Seller will comply with the Corruption of Foreign Public Officials Act (Canada), the bribery, fraud and secret-commission provisions of the Criminal Code (Canada), the U.S. Foreign Corrupt Practices Act to the extent applicable to Buyer or its Affiliates, and all other applicable anti-bribery and anti-corruption Laws, and will not, directly or indirectly, offer, pay, promise or authorize any bribe, kickback or improper payment to any person, including any government official, in connection with the Agreement or Buyer's business.

13.3 Sanctions and export controls. Seller will comply with all applicable trade-control Laws, including Canadian export-control and sanctions Laws (the Export and Import Permits

Act, the Special Economic Measures Act, the United Nations Act, the Justice for Victims of Corrupt Foreign Officials Act, the Customs Act and the Customs Tariff) and, to the extent applicable, U.S. export-control Laws (the Export Administration Regulations and the International Traffic in Arms Regulations) and economic-sanctions Laws administered by the U.S. Office of Foreign Assets Control. Seller represents that neither it nor its owners, personnel or Subcontractors are sanctioned or denied parties, and that the Goods and Services are not sourced from, and will not be exported to, any embargoed or restricted destination without required authorization. Seller assumes responsibility for obtaining all import and export clearances.

13.4 Forced and child labor; human trafficking. Seller will comply with all applicable Laws prohibiting slavery, forced labor, child labor and human trafficking, including the Fighting Against Forced Labour and Child Labour in Supply Chains Act (Canada), the prohibition in the Customs Tariff (Canada) on importing goods mined, manufactured or produced by forced or child labour and, where applicable, the U.S. Uyghur Forced Labor Prevention Act. No Goods or their components are produced, in whole or in part, with forced, prison, indentured or child labor. Seller will maintain supply-chain due diligence, provide the information Buyer reasonably requires to prepare any report under that legislation, and provide evidence of compliance on request.

13.5 Labor, wage and safety. Seller will comply with all applicable labor, employment-standards, human-rights, immigration (including the Immigration and Refugee Protection Act (Canada) and work-permit requirements), non-discrimination, occupational health-and-safety (including the Occupational Health and Safety Act (New Brunswick), the Occupational Health and Safety Act (Nova Scotia) and the occupational health and safety Law of any other province where Services are performed, the Canada Labour Code where Seller is federally regulated, and the requirements of WorkSafeNB, the Workers' Compensation Board of Nova Scotia and any other applicable workers' compensation board), and environmental Laws, and with Buyer's site rules and safety requirements when on Buyer premises.

13.6 Anti-money-laundering; conflict minerals. Seller will comply with applicable anti-money-laundering Laws (including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)) and, where applicable, conflict-minerals reporting requirements.

13.7 Termination for non-compliance. Buyer may suspend performance or terminate the Agreement immediately, without liability, for any actual or reasonably suspected violation of this Section, and Seller will indemnify Buyer against all resulting Losses. Buyer may also terminate if any Governmental Authority imposes antidumping, countervailing or similar duties, surtaxes or penalties on the Goods (including under the Special Import Measures Act (Canada) or the Customs Tariff (Canada)).

14. Insurance

14.1 Coverage. During the term and for two (2) years thereafter (or, for claims-made policies, with the same continuity), Seller will maintain, at its own cost, with insurers rated A- VII or better by A.M. Best (or an equivalent rating from a recognized rating agency) and licensed to write insurance in the province where the Goods or Services are provided, insurance appropriate to the Goods and Services, including as applicable: (a) Commercial General Liability (including products/completed operations and contractual liability) with limits not less than C$2,000,000 per occurrence and C$4,000,000 aggregate; (b) Automobile Liability covering owned, hired and non-owned autos with a combined single limit not less than C$1,000,000; (c) Workers' Compensation coverage under WorkSafeNB, the Workers' Compensation Board of Nova Scotia or the applicable provincial workers' compensation board, with a clearance certificate or letter of good standing delivered before commencement and on request, and Employer's Liability (where Seller or any of its personnel is not covered by a provincial workers' compensation scheme) not less than C$1,000,000; (d) Umbrella/Excess

Liability not less than C$5,000,000 (and higher where the risk warrants or the Purchase Order or an Addendum specifies); and (e) such additional coverages as the applicable Addendum requires (including professional/E&O, cyber, pollution, cargo and marine coverages).

14.2 Requirements. To the fullest extent permitted by Law: (a) Buyer and its Affiliates will be named as additional insureds on the liability policies (other than Workers' Compensation) for ongoing and completed operations; (b) Seller's insurance will be primary and non-contributory to any insurance of Buyer; (c) all policies will include a waiver of subrogation in favor of Buyer; and (d) Seller will provide certificates of insurance evidencing the above and at least thirty (30) days' prior written notice of cancellation or material change. The required insurance does not limit Seller's liability or indemnity obligations, which are not capped at insured amounts.

15. Indemnification

15.1 Indemnity. To the fullest extent permitted by Law, Seller will defend, indemnify and hold harmless Buyer, its parent, subsidiaries and Affiliates, and each of their respective directors, officers, members, managers, shareholders, employees, agents, customers, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, liabilities, damages, injuries (including death), claims, demands, actions, judgments, settlements, interest, awards, penalties, fines, costs and expenses, including legal fees on a full-indemnity basis and professional fees and the costs of enforcing this indemnity and of pursuing insurance coverage (collectively, "Losses"), arising out of or relating to: (a) the Goods, Services or Deliverables; (b) any actual or alleged breach of the Agreement or of any representation, warranty or covenant; (c) any negligent or more culpable act or omission, or willful misconduct, of Seller or its personnel or Subcontractors; (d) any bodily injury, death, or damage to or loss of property caused in whole or in part by Seller; (e) any claim by Seller's personnel or Subcontractors, including wage, benefit, tax, and misclassification claims; (f) any violation of Law or of Section 13; and (g) any Security Incident or breach of Section 11.

15.2 Savings clause. Notwithstanding anything to the contrary, and to the extent (and only to the extent) that any Law restricts a party's ability to be indemnified for Losses caused by its own negligence or willful misconduct, Seller's obligation to indemnify Buyer does not extend to Losses caused by the sole negligence or willful misconduct of the Indemnitee seeking indemnity; in all other respects, including Losses caused in part by an Indemnitee and notwithstanding any contributory-negligence or apportionment legislation, this indemnity applies to the fullest extent permitted by Law.

15.3 Defense; settlement. Seller will, at Buyer's option, promptly assume the defense of any indemnified claim with counsel reasonably acceptable to Buyer, and will not settle any claim in a manner that imposes any obligation or admission on, or does not fully release, an Indemnitee without Buyer's prior written consent. Buyer may participate in the defense with its own counsel at Seller's cost if Seller fails to defend diligently or a conflict exists.

16. Intellectual Property Indemnification

Seller will defend, indemnify and hold harmless the Indemnitees against all Losses arising from any claim that the Goods, Services, Deliverables, or Buyer's or its customers' use or possession of them, infringe or misappropriate any Intellectual Property Right. If any such item is or may be enjoined, Seller will, at its cost and Buyer's option, procure the right to continue using it, replace or modify it to be non-infringing while remaining conforming, or refund all amounts paid plus removal and replacement costs. This indemnity does not apply to infringement caused solely by Buyer's modification of a Deliverable in a manner not contemplated by the Agreement, where the item would not otherwise be infringing.

17. Limitation of Liability

17.1 Seller liability not limited. Nothing in the Agreement limits or excludes Seller's liability to Buyer.

17.2 BUYER LIABILITY CAP. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT, HOWEVER ARISING AND UNDER ANY THEORY, WILL NOT EXCEED THE AMOUNTS PAID BY BUYER TO SELLER UNDER THE APPLICABLE PURCHASE ORDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17.3 NO CONSEQUENTIAL DAMAGES AGAINST BUYER. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER WILL NOT BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR LOSS-OF-PROFIT OR LOSS-OF-USE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY. SELLER WAIVES ALL SUCH DAMAGES AGAINST THE INDEMNITEES.

17.4 Preservation. The foregoing caps and exclusions do not limit Buyer's right to recover the Price paid for non-conforming Goods or Services, cover or replacement costs, amounts subject to setoff, or any liability that may not be limited under Law. Seller's indemnity, confidentiality, data-protection and IP obligations are not subject to any cap.

18. Independent Contractor

Seller is an independent contractor. Nothing in the Agreement creates any partnership, joint venture, agency, employment or fiduciary relationship, and neither party may bind the other. Seller is solely responsible for its personnel and Subcontractors, including their supervision, compensation, benefits, taxes, insurance and compliance, and none of them is an employee or agent of Buyer or entitled to any Buyer benefit.

19. Assignment; Subcontracting

Seller may not assign, delegate, subcontract or transfer any of its rights or obligations, or any Purchase Order, in whole or in part, whether by operation of law, change of control, or otherwise, without Buyer's prior written consent. Any purported assignment or delegation in violation of this Section is void. A change of control of Seller is deemed an assignment. Buyer's consent to a Subcontractor does not relieve Seller of any obligation, and Seller remains fully responsible for its Subcontractors as if they were Seller. Buyer may freely assign or transfer its rights and obligations to any Affiliate or to any successor to all or substantially all of the relevant business or assets, without Seller's consent.

20. Term; Termination; Suspension

20.1 Termination for convenience. Buyer may terminate any Purchase Order or the Agreement, in whole or in part, at any time for convenience upon written notice. On such termination, Buyer's sole liability is to pay for conforming Goods delivered and accepted, and Services performed and accepted, before the termination date, at the Price, less any amounts subject to setoff. Buyer is not liable for anticipated profit, unabsorbed overhead, or costs of commitments Seller could reasonably mitigate.

20.2 Termination for cause; insolvency. Buyer may terminate immediately, without liability, upon written notice if Seller: (a) breaches the Agreement and fails to cure within ten (10) days after notice (or immediately, for breaches not reasonably curable or involving safety, compliance, confidentiality or data protection); (b) fails or is likely to fail to meet the Delivery Date or Specifications; (c) fails to maintain required insurance, licenses or credentials; or (d) to the extent permitted by Law, becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to any bankruptcy, proposal, arrangement,

receivership or similar proceeding (including under the Bankruptcy and Insolvency Act (Canada) or the Companies' Creditors Arrangement Act (Canada)).

20.3 Suspension. Buyer may suspend performance and delivery at any time on written notice. Seller will promptly stop work as directed and mitigate costs.

20.4 Effect. On termination or expiration, Seller will promptly deliver all Work Product and Buyer Materials and provide reasonable transition assistance. Termination does not affect any accrued rights or any provision that survives under Section 28.7.

21. Force Majeure

Neither party is liable for a delay or failure to perform (other than a payment obligation) to the extent caused by an event beyond its reasonable control that it could not have avoided by reasonable precautions (a "Force Majeure Event"), such as acts of God, natural disaster, fire, flood, epidemic or pandemic, war, terrorism, riot, or governmental action. Seller's economic hardship, changes in market or cost conditions, labor disputes involving Seller's own workforce, or a Subcontractor's default are not Force Majeure Events. The affected party will promptly notify the other and use diligent efforts to mitigate and resume performance. If a Force Majeure Event affecting Seller continues for more than fifteen (15) days, Buyer may terminate the affected Purchase Order without liability, and Buyer may procure substitute goods or services during any Force Majeure Event without obligation to Seller.

22. Records; Audit; Inspection

Seller will maintain complete and accurate records relating to the Agreement, including time and materials, costs, quality, compliance, safety, and Personal Data handling, for at least six (6) years after completion (or any longer period required by Law). During that period, Buyer and its representatives may, on reasonable notice, inspect and copy such records, inspect Seller's facilities and the Goods and Services, and interview Seller personnel, to verify Seller's compliance and charges. If an audit reveals an overcharge, Seller will promptly refund it, and if the overcharge exceeds five percent (5%), Seller will also bear the cost of the audit.

23. Publicity; Non-Solicitation

23.1 No publicity. Seller will not use Buyer's or its Affiliates' names, logos or marks, or reference the relationship, in any advertising, marketing, customer list, press release or public statement without Buyer's prior written consent.

23.2 Non-solicitation. During the term and for twelve (12) months after, Seller will not solicit for employment or engagement any employee of Buyer with whom Seller had contact in connection with the Agreement, except through general advertising not targeted at such employees.

24. Notices

Notices must be in writing and sent to the address on the Purchase Order (or as a party later designates in writing) by personal delivery, nationally recognized overnight courier, or registered mail. Routine operational communications may be given by email. A notice is effective on actual receipt (or refusal of delivery).

25. Governing Law; Jurisdiction; Venue; Jury Waiver

25.1 Governing law. The Agreement, and all matters arising out of or relating to it, are governed by and construed under the laws of the Province of New Brunswick and the federal laws of Canada applicable in that Province, without regard to its conflict-of-laws rules, and excluding the United Nations Convention on Contracts for the International Sale of Goods and

any legislation implementing it, including the International Sale of Goods Act (New Brunswick).

25.2 Exclusive jurisdiction and venue. Each party irrevocably submits to the exclusive jurisdiction and venue of the courts of the Province of New Brunswick, namely the Court of King's Bench of New Brunswick sitting in the Judicial District of Saint John, and, for matters within federal jurisdiction (including Canadian maritime law and admiralty), the Federal Court of Canada, for any suit, action or proceeding arising out of or relating to the Agreement. Each party waives any objection to such courts based on venue, inconvenient forum, or otherwise, and consents to personal jurisdiction there and to service of process by the notice method in Section 24.

25.3 JURY TRIAL WAIVER. TO THE EXTENT A TRIAL BY JURY WOULD OTHERWISE BE AVAILABLE, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT.

25.4 Equitable relief. Nothing in this Section prevents Buyer from seeking injunctive or other equitable or provisional relief, or enforcement of an award or judgment, in any court of competent jurisdiction.

26. Dispute Resolution; Continued Performance

Before commencing litigation (other than for injunctive relief or to avoid expiration of a limitations period), the parties will attempt in good faith to resolve any dispute by prompt negotiation between representatives with authority to settle, escalating to senior management if not resolved within ten (10) business days. If the dispute is not resolved within a further ten (10) business days, either party may proceed under Section 25. Seller will continue to perform its obligations during any dispute, and Buyer will continue to pay undisputed amounts.

27. Remedies Cumulative

All rights and remedies of Buyer under the Agreement are cumulative and in addition to, and not in lieu of, any other rights and remedies available at law, in equity, or under the Sale of Goods Act (New Brunswick) or any other applicable sale-of-goods legislation. No exclusive remedy is intended, and the failure of any remedy of its essential purpose will not limit any other remedy. Buyer's exercise of any right or remedy is without prejudice to any other.

28. General Provisions

28.1 Amendment; website updates. Except as provided in this Section, the Agreement may be amended only by a writing signed by authorized representatives of both parties. Buyer may update these Terms and any Addendum from time to time by posting the revised version at Buyer's designated website link. Updated terms apply prospectively to Purchase Orders issued after the effective date of posting; they do not retroactively change the rights or obligations for Goods or Services already ordered under an existing Purchase Order unless the parties agree in writing. Seller's acceptance of, or performance under, any Purchase Order issued after an update constitutes acceptance of the updated Terms.

28.2 Waiver. No waiver is effective unless in a writing signed by the waiving party. No failure or delay in exercising, and no single or partial exercise of, any right or remedy operates as a waiver of it or of any other right or remedy.

28.3 Severability. If any provision is held invalid, illegal or unenforceable, it will be modified to the minimum extent necessary to make it enforceable while preserving the parties' intent, or if it cannot be so modified, severed, and the remaining provisions remain in full force. The

parties intend that each protection afforded to Buyer be enforced to the maximum extent permitted by Law.

28.4 No third-party beneficiaries. The Agreement is for the sole benefit of the parties and their permitted successors and assigns, except that the Indemnitees are intended third-party beneficiaries of Sections 11, 15, 16 and 17.

28.5 Counterparts; electronic acceptance. Purchase Orders and related documents may be executed and accepted electronically and in counterparts, each of which is an original and all of which together are one instrument. Electronic acceptance, acknowledgment or performance has the same effect as a manual signature.

28.6 Further assurances. Each party will execute such further documents and take such further actions as are reasonably necessary to give effect to the Agreement.

28.7 Survival. Any provision that by its nature should survive will survive termination or expiration, including Sections 1, 5.4, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 22, 23, 24, 25, 26, 27 and this Section 28, and the warranty, indemnity, insurance and no-lien provisions of Parts B and C and of any Addendum.

28.8 Language. The parties have expressly required that the Agreement and all documents and notices relating to it be drawn up in the English language. Les parties ont expressément exigé que la présente convention et tous les documents et avis qui s'y rattachent soient rédigés en langue anglaise.

PART B – ADDITIONAL TERMS FOR GOODS

Part B applies, in addition to Part A, wherever Buyer purchases Goods.

29. Delivery of Goods

29.1 Delivery. Seller will deliver the Goods in the quantities and on the Delivery Date specified in the Purchase Order. If no date is specified, Seller will deliver within a reasonable time not to exceed five (5) business days after receipt of the Purchase Order. Time is of the essence for all delivery and performance dates.

29.2 Delivery point; Incoterms. Unless the Purchase Order states otherwise, delivery is DAP (Incoterms 2020) to the delivery point specified by Buyer for Goods shipped from within Canada, and DDP (Incoterms 2020) to that delivery point for Goods shipped from outside Canada, in which case Seller is the importer of record and is responsible for customs clearance, duties, surtaxes, brokerage and all import formalities, during Buyer's normal business hours. Buyer may change the delivery point on notice before delivery.

29.3 Early or late delivery. Buyer may reject and return, at Seller's risk and expense, Goods delivered before the Delivery Date, or store them at Seller's risk and expense. If Seller fails to deliver conforming Goods on the Delivery Date, Buyer may, in addition to its other remedies, terminate the affected Purchase Order, procure substitute goods and charge Seller the excess cost, and recover its resulting Losses.

30. Title; Risk of Loss

Title to and risk of loss of the Goods pass to Buyer only upon Buyer's acceptance of conforming Goods at the delivery point. Rejected Goods remain Seller's property and at Seller's risk. Buyer's payment, if any, before acceptance does not transfer title or risk.

31. Quantity; Over- and Under-Shipment

Seller will deliver the exact quantity ordered. If Seller delivers more or less than the ordered quantity, Buyer may reject the excess or the entire delivery, or accept all or part, at the per-

unit Price and at Seller's risk and expense for any return. No overage is chargeable to Buyer unless accepted.

32. Packaging; Marking; Shipping Documents

Seller will pack, mark and ship the Goods per Buyer's instructions or, absent instructions, to ensure delivery undamaged and in compliance with Law (including hazardous-materials and dangerous-goods Law such as the Transportation of Dangerous Goods Act, 1992 (Canada) and the Hazardous Products Act (Canada)). Each shipment must include a packing list and reference the Purchase Order number on all documents, labels, bills of lading and invoices. Seller bears the cost of, and risk of loss for, any packaging it asks to have returned.

33. Inspection; Acceptance; Rejection

33.1 Right of inspection. Buyer may inspect and test the Goods before, during or after delivery. Payment, inspection, or the absence of inspection is not acceptance.

33.2 Rejection and remedies. Buyer may reject Goods that do not conform to the Agreement. On rejection, Buyer may, on notice and in addition to its other remedies: (a) rescind the affected Purchase Order; (b) accept the Goods at an equitably reduced Price; or (c) require prompt replacement or repair at Seller's cost, including all transportation and related costs. If Seller fails to timely cure, Buyer may procure substitutes and charge Seller the excess cost. Rejected and returned Goods are at Seller's risk and expense. Buyer may also reject, or treat as a breach of condition entitling Buyer to repudiate the affected Purchase Order, Goods whose non-conformity is later discovered, to the fullest extent permitted by the Sale of Goods Act (New Brunswick) or other applicable Law.

34. Warranties for Goods

34.1 Warranties. Seller warrants that, for the longer of three (3) years from acceptance or any longer period Seller offers to any customer or the manufacturer provides, the Goods will: (a) conform to the Specifications and to any sample, model or description; (b) be new, of merchantable quality, and fit for their ordinary purpose and for any particular purpose made known to Seller, on which Buyer relies on Seller's skill and judgment; (c) be free from defects in design, material and workmanship; (d) be free and clear of all liens and encumbrances, with good title conveyed; (e) not infringe or misappropriate any Intellectual Property Right; and (f) comply with all applicable Law. These warranties are in addition to the conditions and warranties implied by Law, including under the Sale of Goods Act (New Brunswick) and any other applicable sale-of-goods legislation, none of which is disclaimed.

34.2 Future performance; limitations period. The warranties in Section 34.1 explicitly extend to the future performance of the Goods, and, to the fullest extent permitted by Law, any applicable limitation period runs from the date Buyer discovers, or reasonably should have discovered, the non-conformity. The warranties survive delivery, inspection, acceptance and payment, and pass through to Buyer's Affiliates and customers.

34.3 Remedy. On notice of a warranty breach, Seller will, at Buyer's option and Seller's cost, promptly repair or replace the non-conforming Goods (including all transportation and related costs), or refund the Price. Repaired or replaced Goods carry a fresh warranty period. If Seller fails to cure promptly, Buyer may do so at Seller's cost.

35. Recalls; Latent and Epidemic Defects

If Buyer reasonably determines that any Goods should be recalled, retrofitted or corrected due to a defect, safety concern, or non-compliance, Seller will cooperate and bear all resulting costs, including the costs of recall, notice, removal, replacement and disposal. A defect

present in a material portion of a delivery or arising from a common cause is deemed to affect the entire delivery.

36. Hazardous Materials

Seller will identify all hazardous materials in the Goods, provide current safety-data sheets compliant with the Hazardous Products Act (Canada) and WHMIS and handling and disposal information, label and package them in compliance with Law, and indemnify Buyer against all Losses arising from Seller's failure to do so.

PART C – ADDITIONAL TERMS FOR SERVICES

Part C applies, in addition to Part A, wherever Buyer purchases Services.

37. Performance of Services

Seller will perform the Services in accordance with the Specifications and schedule, in a professional, workmanlike and first-class manner consistent with the highest applicable industry standards, using personnel of the required skill, experience and qualifications, and will devote adequate resources to meet its obligations. Seller acknowledges that time is of the essence for all performance dates, milestones and schedules.

38. Personnel; Site Rules; Safety

38.1 Qualified personnel. Seller will provide personnel who are properly licensed, certified, credentialed, trained, fit for duty, and compliant with all applicable manning, qualification and drug-and-alcohol requirements. Seller is responsible for their supervision, conduct, compensation, benefits and taxes.

38.2 Background checks; removal. Where lawful and reasonably requested, Seller will conduct background and drug screening of personnel who will access Buyer premises, systems or data. Buyer may require Seller to remove and replace, at Seller's cost, any person whose performance or conduct Buyer reasonably finds unsatisfactory or non-compliant, with no obligation to state cause.

38.3 Site and safety rules. While on Buyer premises or performing Services, Seller and its personnel will comply with all Buyer security, health, safety, environmental and operational rules, and with all applicable Law (including applicable provincial occupational health and safety legislation, the Canada Labour Code where applicable, and, where applicable, Transport Canada and marine security requirements). Seller is responsible for the safety of its personnel and for providing required protective equipment and training.

39. Buyer Premises; Access; Security

Buyer grants Seller only such access to Buyer premises, systems and data as is necessary to perform the Services, revocable at any time. Seller will use such access solely for the Services, comply with Buyer security procedures, restrict access to authorized personnel, and promptly notify Buyer of any security concern. Buyer may restrict access to any area or system for security reasons.

40. Subcontracting of Services

Seller will not subcontract, broker or delegate any Services (including the use of a third-party provider) without Buyer's prior written consent. Each approved Subcontractor must be bound in writing to terms at least as protective as the Agreement, including confidentiality, data-protection and IP-assignment obligations. Seller remains fully responsible for all Subcontractors as if they were Seller. Nothing creates any contractual relationship between Buyer and any Subcontractor.

41. Warranties for Services; Re-Performance

Seller warrants that the Services will conform to the Specifications and be performed in accordance with Section 37, and that the Deliverables will be free of material defects and fit for their intended purpose. For at least twelve (12) months after acceptance (or any longer period stated in the Purchase Order), Seller will, at its cost, promptly re-perform or correct any non-conforming Services and remedy any defective Deliverable; if Seller fails to do so promptly, Buyer may do so at Seller's cost or obtain a refund. These warranties are cumulative and in addition to those implied by Law.

42. Acceptance of Deliverables

Deliverables and milestones are subject to Buyer's review and acceptance against the Specifications and any acceptance criteria. Buyer may reject non-conforming Deliverables and require correction within a reasonable period; repeated failure to meet acceptance criteria is a material breach. Acceptance does not waive any warranty or other right.

43. Work Product; Equipment

Section 10 governs ownership of Work Product arising from the Services. Seller will provide, at its own cost, all equipment, tools and materials needed to perform the Services, will keep them in good and safe working order in compliance with Law and any Buyer standards, and will keep any Buyer equipment in good order and use it only as Buyer directs.

44. Transition on Termination

On expiration or termination of any Services, Seller will, at Buyer's request, provide reasonable transition and wind-down assistance for up to ninety (90) days at the rates in effect, deliver all Work Product, Deliverables, Buyer Materials and Buyer data, and cooperate in an orderly transfer of the Services to Buyer or its designee.

EXHIBIT 1 – MARINE, TOWAGE, STEVEDORING & TERMINAL SERVICES ADDENDUM

(to the Carver Companies Standard Terms of Purchase (Canada), as amended from time to time)

1. Applicability; Precedence; Acceptance

1.1 Scope. This Exhibit 1 (this "Marine Addendum") applies to any Goods or Services that are marine in nature, including tug and towing services; harbor and ship assist; docking and undocking; shifting and fleeting; standby; barge and vessel moves; launch and crew transfer; line handling; mooring; escort; bunkering support; stevedoring, loading, discharging and lashing; and terminal, wharfage and related marine support (collectively, "Marine Services").

1.2 Precedence. This Marine Addendum forms part of, and supplements, the Standard Terms of Purchase (Canada) (the "STP"). In case of conflict, the order of precedence is: (a) the Purchase Order (as to commercial variables only); (b) this Marine Addendum; and (c) the STP. Seller's terms are rejected in all circumstances unless accepted in a writing signed by an authorized officer of Buyer.

1.3 Acceptance; no reliance on Seller tickets. Seller accepts the Purchase Order, this Marine Addendum and the STP by confirming, dispatching, mobilizing, commencing or performing Marine Services, by delivering any ticket, log or invoice, or by accepting payment. Tow tickets, towing-master sheets, daily logs, tariffs, rate cards and similar Seller documents are for operational reference only and do not modify the Agreement.

2. Dispatch; Authority; Scheduling

2.1 Authorized instructions. Seller will accept instructions only from a designated Buyer representative (dispatcher, terminal manager, port captain or superintendent) and will not act on third-party instructions unless Buyer confirms in writing.

2.2 Updates; time-sensitivity. Seller will provide real-time updates (ETA, delays, incidents) and immediately notify Buyer of any condition affecting timing, safety or performance. Seller acknowledges that tides, berth windows and vessel schedules make timing critical, and that time is of the essence where identified by Buyer.

2.3 Charges by PO only. No standby, wait, detention, cancellation, portal-to-portal, minimum-hours or fuel-surcharge charges apply unless expressly stated in the Purchase Order.

3. Performance; Seaworthiness; Crew

3.1 Standard. Seller will perform Marine Services safely and in a first-class, professional and workmanlike manner consistent with prudent marine practice, and in compliance with all applicable Law, including the Canada Shipping Act, 2001, the Marine Transportation Security Act, the Pilotage Act, Transport Canada Marine Safety and Security requirements, environmental and spill-reporting Law, port rules and terminal safety rules.

3.2 Seaworthiness. Seller represents and warrants that each tug, barge, crane and other vessel or equipment it uses is tight, staunch, strong, properly equipped, properly crewed and seaworthy and fit for the intended service and operating area, and is maintained in safe operating condition. Seller will not dispatch any vessel or equipment with a known deficiency affecting safety, performance or compliance.

3.3 Qualified crew. Seller will provide properly credentialed, competent, fit-for-duty personnel, trained for the work and compliant with drug-and-alcohol and manning requirements.

3.4 No subcontracting. Seller will not subcontract, broker or assign any Marine Services (including use of a third-party tug or gang) without Buyer's prior written consent, and remains fully responsible for its Subcontractors.

4. Safety; Suspension; Emergencies

Seller may suspend performance only where continuing would pose an imminent safety risk, and will promptly notify Buyer and cooperate to mitigate and resume. Buyer may suspend or reschedule Marine Services at any time for safety, operational or commercial reasons without penalty unless a cancellation fee is stated in the Purchase Order. In emergencies, Seller will take prudent steps to protect life, property and the environment and immediately notify Buyer.

5. No Liens; No Arrest

5.1 Waiver. To the maximum extent permitted by Law, Seller waives, and will not assert or permit anyone claiming through it to assert, any lien (including any maritime lien or statutory right in rem), arrest, attachment, detention or similar remedy, in the Federal Court of Canada or elsewhere, against any Buyer vessel, tow, cargo, terminal, equipment or property.

5.2 Discharge. If any such lien or arrest is asserted, Seller will immediately post security to release it at its sole cost and indemnify Buyer against all resulting Losses.

6. Risk Allocation; Indemnity

6.1 Seller responsibility. Seller is solely responsible for the safe navigation and operation of its vessels and equipment and for the acts and omissions of its personnel and Subcontractors.

6.2 Indemnity. To the fullest extent permitted by Law, Seller will defend, indemnify and hold harmless the Indemnitees from and against all Losses arising out of or relating to: (a) the Marine Services; (b) any vessel or equipment (including seaworthiness, equipment, maintenance, operation, navigation, manning or lashing); (c) any injury, death or property damage caused in whole or part by Seller; (d) any spill, discharge or pollution event originating from or involving Seller's vessels or equipment or caused in whole or part by Seller; (e) any breach of the Agreement; and (f) any claim by Seller's personnel or Subcontractors, including crew, seafarer, workers' compensation, maritime-employer-liability and similar claims, claims under the Marine Liability Act (Canada) and, where applicable, claims under the U.S. Jones Act or Longshore and Harbor Workers' Compensation Act. The savings clause in STP Section 15.2 applies to this indemnity.

6.3 No exculpation; consequential-damages waiver. Any Seller term purporting to disclaim liability for negligence, impose a "tow at owner's risk" regime, or shift risk to Buyer is void unless signed by an authorized officer of Buyer. Seller waives any claim against Buyer for consequential, special, punitive or loss-of-use damages.

7. Insurance (Marine)

In addition to STP Section 14, Seller will maintain, at its cost: (a) Protection & Indemnity (including maritime employer's liability) with limits not less than C$10,000,000 per occurrence (or higher if Buyer requires for a job); (b) Hull & Machinery for each vessel at insured value; (c) Pollution liability (including coverage for liabilities under the Marine Liability Act (Canada), the Canada Shipping Act, 2001 and the Fisheries Act (Canada) and, where applicable, OPA 90) not less than C$10,000,000 per occurrence; (d) Commercial General Liability not less than C$5,000,000 per occurrence; (e) Workers' Compensation and Employer's Liability (including coverage under the applicable provincial workers' compensation board and, where applicable, U.S. USL&H and Jones Act coverage) as required by Law; and (f) umbrella/excess

as needed. Buyer and its Affiliates will be additional insureds on the CGL and P&I where available; coverage is primary and non-contributory; policies include a waiver of subrogation in Buyer's favor; and Seller will provide certificates and thirty (30) days' notice of cancellation or material change.

8. Environmental; Spills; Reporting

Seller will implement spill-prevention practices and maintain response capability appropriate to the operating area, immediately notify Buyer of any spill, sheen, release or reportable incident, and comply with all reporting requirements (including under the Canadian Environmental Protection Act, 1999, the Fisheries Act (Canada), the Canada Shipping Act, 2001 and applicable provincial environmental Law) at its cost. Seller's indemnity includes all spill and pollution liabilities, cleanup costs, natural-resource damages, fines, penalties and third-party claims arising from Seller's vessels, equipment or performance.

9. Term; Termination; Survival

Marine Services are ordered job-by-job. Buyer may terminate any Purchase Order or suspend Marine Services for convenience without liability except for Marine Services properly performed and accepted before termination, and may terminate immediately for safety violations, nonperformance, incident history, breach, or failure to maintain insurance. All provisions that by their nature should survive (including indemnity, insurance, no-lien, environmental and recordkeeping) survive completion or termination.

EXHIBIT 2 – TRANSPORTATION, FREIGHT & LOGISTICS SERVICES ADDENDUM

(to the Carver Companies Standard Terms of Purchase (Canada), as amended from time to time)

1. Scope; Precedence

This Exhibit 2 (this "Logistics Addendum") applies to motor, rail, intermodal, drayage, warehousing, freight-forwarding, customs-brokerage and logistics-brokerage Services ("Logistics Services"). In case of conflict, precedence is: (a) the Purchase Order (commercial variables only); (b) this Logistics Addendum; (c) the STP. Seller's tariffs, bills of lading, rate confirmations and similar documents do not modify the Agreement, and any limitation of liability, released-value, Uniform Conditions of Carriage, Carmack-limitation or similar statutory-limitation term in them is rejected unless signed by an authorized officer of Buyer.

2. Compliance; Authority; Qualification

Seller represents and warrants that it (and each carrier it uses) holds all required operating authority, registrations and permits (including provincial carrier operating authority and a safety fitness certificate under the National Safety Code, FMCSA/DOT operating authority for any U.S. operations, and, for brokers, any required registration, licence and surety), maintains a satisfactory safety rating, and complies with all applicable transportation Law, including the National Safety Code, hours-of-service, driver-qualification, dangerous-goods (the Transportation of Dangerous Goods Act, 1992 (Canada) and, for U.S. legs, PHMSA), and, for cross-border shipments, the Customs Act (Canada), Canada Border Services Agency requirements and U.S. customs and import/export Law. Customs-brokerage Services will be performed only by a customs broker licensed by the Canada Border Services Agency. Seller will not tender any shipment to an unauthorized, unrated or uninsured carrier.

3. No Double-Brokering; Subcontracting

Seller will not broker, re-broker, co-broker, interline or subcontract any shipment without Buyer's prior written consent. Unauthorized re-brokering is a material breach entitling Buyer to withhold payment, recover resulting Losses, and terminate immediately. Seller remains fully liable for any carrier or Subcontractor it uses.

4. Cargo Liability; No Limitation

Seller is liable for the full actual value of loss of or damage to cargo in its or its carriers' custody, from tender to delivery, without any released-value, per-pound, per-kilogram or other limitation, and waives any limitation of liability under the Uniform Conditions of Carriage adopted in any province, the Carmack Amendment or any tariff or similar Law. Seller will not assert any defense based on released value or declared value unless expressly agreed in writing by Buyer. Claims are governed by the Agreement; Seller will acknowledge cargo claims within thirty (30) days and pay valid claims within sixty (60) days.

5. Performance; Tracking; Detention

Seller will provide on-time pickup and delivery, real-time tracking and status updates, and immediate notice of any delay, exception, accident or cargo incident. Time is of the essence for pickup and delivery windows stated by Buyer. No detention, layover, accessorial, fuel-surcharge or similar charge applies unless stated in the Purchase Order or otherwise pre-approved in writing.

6. Insurance (Logistics)

In addition to STP Section 14, Seller will maintain: (a) Auto Liability not less than C$1,000,000 combined single limit (and higher, up to C$5,000,000, for dangerous-goods or oversize/overweight loads as required by Law or the Purchase Order); (b) Motor Truck Cargo / warehouse legal-liability insurance adequate to cover the full value of the cargo and not less than C$250,000 per shipment (or higher as the cargo warrants); (c) for brokers, contingent cargo and contingent auto coverage; and (d) Workers' Compensation and Employer's Liability as required by Law. Buyer is an additional insured on the auto and general-liability policies, coverage is primary and non-contributory, and policies include a waiver of subrogation in Buyer's favor.

7. Indemnity; Hazardous Materials

To the fullest extent permitted by Law, Seller will defend, indemnify and hold harmless the Indemnitees from all Losses arising out of the Logistics Services, the operation of any vehicle or equipment, any cargo loss or damage, any spill or release, any violation of transportation or dangerous-goods Law, and any act or omission of Seller or its carriers or Subcontractors. Seller will properly classify, placard, document, handle and transport all hazardous materials and dangerous goods in compliance with Law.

EXHIBIT 3 – TECHNOLOGY, SOFTWARE & SaaS ADDENDUM

(to the Carver Companies Standard Terms of Purchase (Canada), as amended from time to time)

1. Scope; Precedence

This Exhibit 3 (this "Technology Addendum") applies to the provision of software, software-as-a-service, hosting, platform, subscription, IT, implementation, integration and related technology Services ("Technology Services"). In case of conflict, precedence is: (a) the Purchase Order or order form (commercial variables only); (b) this Technology Addendum; (c) the STP. Any click-through, click-wrap, browse-wrap, end-user license, online or "standard" terms presented by Seller are rejected and do not bind Buyer or its users, and Seller will not condition access on Buyer's acceptance of them, unless signed by an authorized officer of Buyer.

2. Access; License; Users

Seller grants Buyer and its Affiliates and their authorized users a non-exclusive right to access and use the Technology Services and any software, during the subscription term, for Buyer's and its Affiliates' business purposes, including use by contractors acting on Buyer's behalf. Any on-premises or downloadable software is licensed on a perpetual (for owned Deliverables) or subscription basis as stated in the Purchase Order, with all documentation.

3. Service Levels; Support

Seller will provide the Technology Services in accordance with the service levels stated in the Purchase Order or Seller's standard SLA (whichever is more protective of Buyer), including at least 99.9% monthly uptime, defined support response and resolution times, and maintenance windows scheduled to minimize disruption. Failure to meet a service level entitles Buyer to the stated service credits and, for chronic or material failures, to terminate for cause and obtain a pro-rata refund of prepaid fees. Service credits are not Buyer's exclusive remedy.

4. Data Ownership; Privacy; Security

4.1 Buyer data. As between the parties, Buyer owns all data and content that Buyer or its users provide to, or that is generated for Buyer through, the Technology Services ("Buyer Data"). Seller acquires no rights in Buyer Data except the limited right to host and process it to provide the Technology Services. Seller will not use Buyer Data to train models, build products, or for any other purpose, or disclose it, without Buyer's written consent.

4.2 Security and privacy. STP Section 11 (Data Protection; Information Security) applies in full. Seller will maintain a security program aligned to SOC 2 Type II or ISO 27001, undergo annual independent audits, provide current audit reports on request, encrypt Buyer Data in transit and at rest, and maintain a documented incident-response plan. Seller will not store or process Buyer Data outside Canada or the United States without Buyer's written consent.

4.3 Data portability; return. During the term and for at least sixty (60) days after, Seller will make Buyer Data available for export in a usable format at no additional charge, and thereafter will securely delete it and certify deletion. Seller will not hold Buyer Data hostage or condition its return on payment of disputed amounts.

5. Intellectual Property; Open Source

Seller retains ownership of its pre-existing platform and software; Buyer owns all Work Product and custom Deliverables developed specifically for Buyer under STP Section 10, and Seller grants Buyer the license to Background IP in STP Section 10.3. Seller will not

incorporate open-source or third-party components in a manner that imposes on Buyer any obligation to disclose, license or make available any Buyer software or Deliverable, and will disclose all such components on request.

6. Warranties; Business Continuity

Seller warrants that the Technology Services will perform materially in accordance with the documentation and Specifications, will be free of material defects, and will not contain any virus, malware, back door, time bomb, disabling device or other harmful code, and that Seller will not disable or degrade Buyer's access as a self-help remedy. Seller will maintain commercially reasonable business-continuity and disaster-recovery capabilities, including regular backups and defined recovery objectives, and will provide its continuity plan on request.

7. Suspension; Transition; Indemnity

Seller will not suspend the Technology Services except for Buyer's material, uncured non-payment of undisputed amounts after at least ten (10) days' written notice, and never for disputed amounts. On expiration or termination, Seller will provide transition assistance and data return under STP Section 44 and Section 4.3 above. Seller's indemnity under STP Sections 15 and 16 extends to all Losses arising from the Technology Services, any Security Incident, any breach of data-protection obligations, and any claim that the Technology Services infringe or misappropriate any Intellectual Property Right.

END OF STANDARD TERMS OF PURCHASE (CANADA)